

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
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U.S. DISTRICT COURT E.D.N.Y.

★ MAR 16 2010 ★

BROOKLYN OFFICE

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THE CITY OF NEW YORK,

Plaintiff,

-against-

06 CV 6504 (JBW) (CLP)

BOB MOATES' SPORT SHOP, INC.; COASTAL TILE
& ROOFING COMPANY, INC. d/b/a Coastal Pawn Shop;
JOHN COSCIA d/b/a John's Gun & Tackle Room;
FRANKLIN ROD & GUN SHOP, INC.; GWINNETT
PAWN SHOP, INC.; HOT SHOTS, INC. d/b/a Hot Shots
Jewelry & Pawn; MILLER ROD & GUN, INC.; RJS
ENTERPRISES, INC. d/b/a Dick's Pawn North Shop;
JERRY DALE ROOKS d/b/a Rooks Sales & Service; TCE
OF VIRGINIA, INC. d/b/a Town & Country Pawn Shop;
TOCCOA PAWN & VARIETY, INCORPORATED;
TRADER WORLD, INC.;

Defendants.
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**AMENDMENT TO THE STIPULATION AND SETTLEMENT AGREEMENT
BETWEEN THE CITY OF NEW YORK AND MILLER ROD & GUN, INC.**

WHEREAS, The City of New York (the "City") and Miller Rod & Gun, Inc.
("Miller") entered into a Stipulation and Settlement Agreement (the "Agreement") on March 19,
2007, which was "So Ordered" by the Court on March 26, 2007;

WHEREAS, the City and Miller have agreed to a modification of the Agreement
to clarify the effective date and end date of the compliance period specified by the Agreement;
and

WHEREAS, the City and Miller are of the view that any changes to the Agreement, a court-ordered document, must be presented to the ordering Court for its consideration and approval;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, and in consideration of the mutual promises and covenants by the parties made in connection with this Amendment To the Stipulation and Settlement Agreement Between The City of New York and Miller (the "Amendment"), the parties agree as follows:

1. Except as expressly provided for in this Amendment, the Agreement is unchanged.

2. Paragraph 13 of the Agreement is amended as follows:

The training and monitoring duties of the Special Master and the requirement to maintain the Bond, shall terminate upon attainment by Miller of three consecutive years, from the date of execution of the Stipulation and Settlement Agreement, of full compliance by Miller and each of its owners, employees and agents, with all applicable federal and Ohio firearms laws and regulations and with paragraphs 2-8 of this Stipulation and Settlement Agreement (the "Compliance Period"). The Special Master shall provide to the parties either written certification of compliance or the reasons for non-compliance within 30 days of the close of the putative Compliance Period. In the event that compliance is certified, the parties hereto shall jointly move the Court to dismiss the New York Action. The motion to dismiss shall include the City's consent to a release of the Special Master from any further duties and termination of the Bond.

The parties intending to be legally bound this ^{MARCH} ~~2ND~~ day of ~~February~~, 2010, have caused this Agreement to be executed by setting their hands and seals as follows.

Eric Proshansky / AS

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City of New York
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By: Eric Proshansky



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MICHAEL J. MILLER
President, Miller Rod & Gun, Inc.

*S. ordered
file 3/15/10*